

Bettendorf

Bettendorf Peace Officers Assn.

7/1/2006 6/30/2010

BETTENDORF / PEACE OFFICERS ASSN. 06-10

AGREEMENT

THIS AGREEMENT is entered into at Bettendorf, Iowa, by and between the City of Bettendorf, Iowa, hereinafter referred to as the "City" or the "Employer", and the Bettendorf Peace Officers Association, hereinafter referred to as the "Association".

In consideration of the covenants hereinafter contained by and on behalf of the City and the Association, it is mutually agreed as follows:

ARTICLE I
Intent and Purpose

- 1.1 It is the intent and purpose of the parties hereto to set forth an agreement concerning rates of pay and other subjects of bargaining, to promote orderly and peaceful labor relations for the mutual interest of the city, its Employees, the Association, and the Public to the end that there will be no work slowdowns, stoppages, strikes, interruptions of work or other interference with the orderly, effective and efficient operation of the City's business, to assure the orderly, effective, and efficient operation of the Police Department in order to provide for health, safety, and welfare of the citizens of Bettendorf, and to promote the prompt and efficient performance of work assigned to employees.
- 1.2 The parties recognize and declare the necessity of providing the most efficient and highest quality services to the citizens and taxpayers of the City of Bettendorf.
- 1.3 The parties further recognize that the basic purpose of the City of Bettendorf is to operate and conduct City business, and that the Police Department is obligated to assist the City Administration in keeping the City safe and functional for those who use it.

ARTICLE II Recognition

- 2.1 The City recognizes the Association as the bargaining agent for all probationary and regular full-time employees in the following described unit as certified by the Public Employment Relations Board in Case No. 864 on March 23, 1978, and in case No. 4711 on September 17, 1992:

Included: All non-supervisory sworn police officers of the Bettendorf Police Department (presently including police officers and sergeants), and communications/computer specialists.

Excluded: All other employees of the City of Bettendorf, community service officer (CSO), crossing guards, clerical employees, and supervisors of the Bettendorf Police Department and other persons excluded by Section 4 of the Act (chief of police, captains, lieutenants, and supervisors of the records department/communications/computer specialists).

ARTICLE III
City and Association Rights and Responsibilities

- 3.1 Unless limited by provision of this Agreement, the Association recognizes the authority, powers, rights, and prerogatives which belong to the City, including, but not limited to all rights enumerated in Section 7, Chapter 20, code of Iowa, the right to manage, operate, and direct the work and working forces, to maintain order and efficiency, to schedule and assign work, to determine the size and location of the City's operations and to determine the type and amount of equipment to be used, to extend, maintain, curtail or terminate operations of the City, to determine methods and materials to be used, to create, modify, and terminate departments, job classifications, and job duties, to determine the number and starting times of shifts, the number of hours and days in the workweek, hours of work, the number of persons to be employed at any time and establish their duties, to make, implement and require employees to observe rules and regulations set forth by the City.
- 3.2 The City and the Association will cooperate to the fullest extent and share a mutual responsibility to assure that there shall be no unlawful discrimination against any employee by the City or the Association because of race, creed, color, national origin or sex.
- Prior to taking action under this paragraph the employer shall consult with the union for any proposal the union might make which accommodates the employee and is less intrusive on the contractual rights of the parties than the city's proposal. If an alternative accommodation is not proposed the city may take all actions necessary to insure that the above will be met, and the accommodation provisions of the Americans with Disabilities Act of 1990 may be met.
- 3.3 The City will not unlawfully interfere with the right of its employees to become members of the Association. The Association will not unlawfully interfere with the right of the City's employees to refrain from Association membership. There shall be no unlawful discrimination by the City or the Association because of membership or non-membership in the Association. The Association agrees that neither it nor any of its officers or agents will engage in any Association activity which will interrupt or interfere with the operations of the City.
- 3.4 The City agrees that, during the term of this Agreement, it will not engage in any unlawful lockout over a dispute with the Association.
- 3.5 The Association agrees that neither it nor its officers, agents or representatives, nor any employee covered by this Agreement, will directly or indirectly cause, authorize, induce, encourage, instigate, ratify,

condone, participate in, or fail or refuse to prevent any work stoppage, strike, slowdown, boycott, picketing or other action or inaction which interrupts or interferes with the operations of the City.

ARTICLE IV Civil Service System

- 4.1 The Association recognizes that the employees and employment covered by this Agreement are subject to and governed by the Rules, Policies, and Procedures of the Bettendorf Civil Service Commission promulgated or implemented under the Civil Service System established pursuant to statute Chapter 400, Code of Iowa and administrative procedures.
- 4.2 All original and promotional appointments may be subject to the serving of a probationary period, which shall be set by state law unless a six (6) month probationary period is required for promotional appointments, which shall be considered as part of the examination process. Prior to conclusion of the probationary period, the employee will be evaluated to determine suitability to remain in the position. If the employee's evaluation is unacceptable, the employee shall be replaced in his/her prior position with no loss of seniority. If the employee was in an original appointed position, the employee shall be discharged with no rights of appeal.

ARTICLE V Grievance Procedure

The purpose of this procedure is to provide an orderly procedure for the prompt resolution of a claimed grievance at the lowest possible level.

- 5.1 A grievance is defined as a timely filed claim by an employee covered by this Agreement which alleges that there has been a violation of a specific provision of this Agreement by the City.
- 5.2 An employee who claims a grievance should promptly meet with his/her division commander or his/her designee in an attempt to resolve the issue informally, but in no event later than five (5) days after the occurrence upon which the alleged grievance is based. If the division commander or his/her designee and the employee are unable to resolve the alleged grievance within said five (5) days period, and the employee wishes to pursue the matter, the alleged grievance shall be processed in the following manner:

Step One: The employee shall promptly reduce his/her grievance to writing and submit it to his/her division commander, but in no event later than five (5) days after receipt of the division commander's oral answer. The written grievance shall specifically state and set forth in detail all the relevant facts upon which it is based, the section of this Agreement alleged to have been violated, and the relief sought. The division commander will provide a written answer to the grievant within five (5) days after receipt of the written grievance.

Step Two: If the grievance is not settled at Step One and the grievant wishes to appeal the grievance to Step Two, the written grievance shall be submitted to the Chief of Police within five (5) days after receipt of the division commander's written answer. The Chief of Police will provide a written answer to the grievant within five (5) days after receipt of the written grievance.

Step Three: If the grievance is not settled at Step Two and the grievant wishes to appeal the grievance to Step Three, the written grievance shall be submitted to the City Administrator within five (5) days after receipt of the Police Chief's written answer. The City Administrator will provide a written answer to the grievant within five (5) days after receipt of the written grievance.

- 5.3 If the grievance is not settled in accordance with the foregoing procedure, the Association and the grievant may submit the grievance to arbitration by written notice of arbitration, submitted to the City Administrator within ten (10) days after receipt of the answer in Step Three. Said written notice must be signed by both the grievant and an authorized representative of the Association.

Within ten (10) days after receipt of the notice, the parties shall attempt to select a mutually agreeable arbitrator. In the event the parties are unable to agree upon an arbitrator, they shall, within fifteen (15) days after receipt of the notice, jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Within ten (10) days after receipt of the panel, the parties shall determine by lot which party shall strike the first name; the parties shall then alternate strikes until the last remaining person shall act as the arbitrator.

Within fifteen (15) days after an arbitrator has been selected and notified of said selection, the arbitrator shall schedule the time and the place for a hearing on the grievance. To the extent possible, the hearing date shall be convenient to the parties. The arbitrator shall render a decision within forty-five (45) days after the conclusion of the hearing.

- 5.4 An arbitrator selected pursuant to the provisions of Section 5.3 shall have no power or authority to amend, modify, nullify, ignore, add to or subtract from any terms of this Agreement, to substitute the arbitrator's discretion for that of the City, or to make any decision contrary to or inconsistent with or modifying in any way the applicable laws and rules and regulations. No liability shall accrue against the City for a date prior to the date upon which the grievance was first submitted. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. Consistent with these provisions, a decision of the arbitrator, if within the scope of the arbitrator's authority, shall be final and binding upon the parties.

The arbitrator may not hear more than one grievance, unless the presentation of more than one grievance involving similar facts, issues and contract provisions is mutually agreed to by the City and the Association.

- 5.5 The reasonable expenses, fees, and costs of the arbitrator and hearing room shall be shared mutually by the parties. Any other expenses shall be paid by the party incurring them, and each party shall be responsible for compensating its own representatives and witnesses.
- 5.6 For the purposes of this Article, references to "days" shall not include Saturdays, Sundays, and paid holidays. All grievances shall be presented, discussed, and processed during the grievant's non-working time.
- 5.7 The time limits specified in this Article shall be strictly observed. If a grievance is not presented or processed within the time limits set forth herein, it shall be considered waived and the employee shall be barred from further pursuit of the grievance. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the City's last answer, and the grievant shall be barred from further pursuit of the grievance. The failure of the City's specified representative to answer a grievance or an appeal thereof within the specified time limit shall be deemed a denial of the grievance at that step which may be timely appealed to the next step.
- 5.8 If any claim or complaint is filed in any form other than under the grievance procedure of this Agreement, then the City shall not be required to process the same or similar claim or set of facts beyond step two of the grievance procedure. Nothing contained herein shall be deemed a limitation on the right of an employee to use other forums for resolution of problems, including but not limited to civil service appeal, civil rights or ADA complaint filing. This paragraph reasserts that the employee shall have only one forum for the final adjudication of any one dispute. A grievant shall notify the City Administrator if an alternate forum is to be utilized after the grievant is notified of the City's step two decision.

ARTICLE VI
Hours of Service and Overtime

- 6.1 This Article is intended only to provide a basis of calculating overtime and shall not be construed as a guarantee of or limitation on hours of work per day or per week, or days of work per week. Furthermore, nothing in this Agreement shall be construed as a guarantee of hours of work or pay, nor a right to pay for time not worked.
- 6.2 The normal workweek for those employees covered by this Agreement will consist of an average of forty (40) hours of work per week, normally consisting of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off OR four (4) consecutive ten (10) hour days followed by three (3) consecutive days off. The parties reserve the right to enter discussions during the term of this Agreement to establish a different normal workweek, but no such changes will be made except by mutual agreement of the parties.
- 6.3 For employees covered by this Agreement, the normal eight (8) hour working shift schedules are:

First shift - Seven (7) a.m. to three (3) p.m.
Second shift - Three (3) p.m. to eleven (11) p.m.
Third shift - Eleven (11) p.m. to seven (7) a.m.
Fourth shift - Seven (7) p.m. to three (3) a.m.

The normal ten (10) hour working shift schedules are:

First shift- Seven (7) a.m. to five (5) p.m.
Second shift- Two (2) p.m. to twelve (12) a.m. (midnight)
Third shift- Ten (10) p.m. to eight (8) a.m.

and such additional modified shift assignments implemented by the Chief of Police to accommodate manpower needs and special operations within the Department. Shifts shall not be rotated. Seniority shall apply to choice of weekly days off, and the Chief of Police and his/her designee shall make a good-faith effort to allow seniority to be the determining factor in shift assignments.

For the purposes of this section, seniority shall be determined first by rank, secondly by time in grade, thirdly by length of service as a Police Officer in the Bettendorf Police Department, fourthly by length of service as a Police Officer in other departments, and lastly by alphabetical order of the employee's last name. This section shall not apply to probationary patrol persons. Seniority for Communications/Computer Specialists shall be determined by length of full time service in this classification.

- 6.4 It is understood and agreed that the determination of the daily and weekly work schedules may be changed by the City from time to time to meet the City's requirements. It is also understood and agreed that the City shall have the right in its determination of the daily and weekly work schedules to reduce, extend or maintain the hours of work for any employee, and employees shall be required to work as scheduled by the City, provided, however, that notice of the change will be given to the employee thirty-six (36) hours prior to the change, or overtime pay shall be in effect for those hours worked outside of the employees' regularly scheduled hours.
- 6.5 No employee covered by this Agreement shall exchange tours of duty or days off with another employee without the express prior written approval of the Chief of Police or his/her designee. No employee engaged in trade time shall have such time treated as overtime nor shall trade time count toward the computation of overtime. It is understood that employees may exchange Comp Time or Vacation Time for Trade Time, but that the transfer must be on an hour-for-hour basis. The City shall not compensate an employee for Trade Time owed due to separation of service by an employee that owes another employee Trade Time.
- 6.6 For employees on an eight (8) hour schedule: Work required and assigned by the City and actually performed in excess of eight (8) hours per day will be compensated for, at the discretion of the Chief of Police, with consideration being given to the employee's reasonable request, either by compensatory time or cash payment, at one and one-half (1-1/2) times the employee's regular straight-time rate; provided, however, that all overtime work must be authorized by and have the prior written approval of supervision in order to be recognized as such. It is understood and agreed that briefing periods shall not be paid and shall not count toward the computation of overtime, and further, that there shall be no pyramiding and compensation shall not be paid more than once for the same hours under any provision(s) of this Agreement.

For employees on a ten (10) hour schedule: Work required and assigned by the City and actually performed in excess of ten (10) hours per day will be compensated for, at the discretion of the Chief of Police, with consideration being given to the employee's reasonable request, either by compensatory time or cash payment, at one and one-half (1-1/2) times the employee's regular straight-time rate; provided, however, that all overtime work must be authorized by and have the prior written approval of supervision in order to be recognized as such. It is understood and agreed that briefing periods shall not be paid and shall not count toward the computation of overtime, and further, that there shall be no pyramiding and compensation shall not be paid more than once for the same hours under any provision(s) of this Agreement.

- 6.7 If an employee works over thirteen (13) consecutive hours, double time pay shall be in effect for those hours after thirteen (13) hours. The double time rate shall not apply if an employee voluntarily works over thirteen (13) consecutive hours.
- 6.8 An employee may accrue a bank of compensatory time in an amount not to exceed eighty (80) hours. This bank may be used and replenished by the employee during the calendar year, but no employee shall accrue a cumulative total of more than one hundred and sixty hours (160) of compensatory time in a calendar year. Up to 40 hours of compensatory time which is unused at the end of the calendar year in which it was earned shall be paid to the employee upon request, or said time may be carried over to the successive year, at the employee's option. Any hours carried over shall count against the one hundred and sixty hour (160) cap in the following year.

Compensatory time shall be charged as used in amounts not less than one hour, and shall be scheduled with regard to the department's operating requirements and responsibilities and on a first come, first served basis as determined by his/her command officer. If Compensatory time is previously approved by a supervisor, the City will not deny usage even if overtime must be paid. If employees Compensatory time bank is maxed out, said employee will be paid out at the applicable rate.

Compensatory time accrued by probationary employees shall only be used upon permission of the Chief of Police during the probationary period.

ARTICLE VII

Pay

- 7.1 Rates of pay for the term of this Agreement shall be as set out on the salary schedules attached hereto.
- 7.2 An employee who timely reports for work at his/her scheduled time on his/her regular work day, without having been notified that there will be no work for the employee, shall receive a minimum of two (2) hours work or pay in lieu of work at the regular straight-time rate.
- 7.3 An employee called back to work, outside of his/her regularly scheduled shift for a temporary period shall be paid for a minimum of two (2) hours work at the overtime rate. This provision shall not apply when an employee is recalled to complete work which should have been completed before the employee left work, or for the purpose of correcting a mistake made by the employee. Employees will be guaranteed a minimum of one (1) hour at overtime rate for voluntary assignments (i.e. parades, races, etc.) that do not overlap with the employee's scheduled shift. Minimum rate does not apply to employees who are scheduled to work an event in conjunction with their regularly scheduled hours.
- 7.4 Court Time

An employee who is required to appear or testify in a case before a civil or criminal hearing, court, or deposition, or hearing of the Department of Transportation, or a pretrial conference, shall be paid as follows:

- A. If the required appearance commences during a time when the employee is on duty, the employee shall be paid his usual wage. If the appearance extends beyond the regular duty time, the employee shall be paid at the double time rate, until such time as the employee is released, plus ten minutes to serve as travel time back to the station, regardless of whether the employee actually returns to the station. If the required appearance commences less than two hours prior to the start of the shift, the employee shall be paid at the double time rate until the start of the scheduled shift.
- B. If the required appearance commences during a time when the employee is not on duty, the employee shall receive a minimum of two (2) hours pay at the double-time rate. In the event the required appearance extends beyond two (2) hours, the employee shall be

paid for the time of required attendance only (no travel time) at the double-time rates.

- C. All fees and expenses received by the employee for required appearances shall be remitted to the City.

7.5 Shift premium pay shall be paid to employees on the following basis:

Second shift (3 p.m. to 11 p.m.) or any shift starting at 11:00 a.m. or after:

40 cents per hour

Third shift (11 p.m. to 7 a.m.) or any shift starting at 5:00 p.m. or after:

50 cents per hour

For those employees working ten (10) hour shifts, shift premium shall be paid to employees on the following basis:

Second shift (2 p.m. to 12 a.m. midnight): 40 cents per hour

Third shift (10 p.m. to 8 a.m.): 50 cents per hour

It is understood that when an employee uses vacation time, compensatory time or sick leave, the rates of pay shall include the normally received shift premium. Any employee holding over into another shift shall receive the shift premium of the regularly assigned shift.

7.6 Any employee who shall be required to be "on call" by his/her command officer shall receive five (5) hours of straight comp time per week during the week the employee is required to be "on call".

"On call" shall be defined as a duty assignment (detective and bomb squad) by the Chief of Police or his/her designee that the employee be available for immediate response to a call to duty via electronic page. While on call, the employee shall not be able to leave the current electronic page area, must keep the pager on or about his/her person at all times, and shall refrain from any activity which shall inhibit the ability of the employee to make an immediate response.

An employee who is "on call" shall be allowed to trade this responsibility with another employee with the same capabilities or assignment provided the employee who is actually "on call" has first notified the shift supervisor of the identity of his replacement. In the event of such a trade, the City shall only be required to compensate the employee who was originally listed as being "on call."

7.7 All personnel who shall be regularly scheduled to work eight (8) hour shifts on the weekend (3:00 p.m. Friday through 7:00 a.m. Monday) shall

receive fifty cents (\$.50) per hour additional pay for those hours actually worked or paid up to a maximum of 16 hours.

All personnel who shall be regularly scheduled to work ten (10) hour shifts on the weekend (2:00 p.m. Friday through 8:00 a.m. Monday) shall receive fifty cents (\$.50) per hour additional pay for those hours actually worked or paid up to a maximum of twenty hours.

7.8 Field Training Officer/Communication Training Officer

In recognition of the requirement the FTO/CTO is required to complete extensive paperwork on the employee being trained, while the FTO/CTO is actually engaged in training, the FTO/CTO may apply for and shall receive one (1) hour overtime per day during which necessary paperwork shall be completed. The FTO/CTO may complete the paperwork off the work site and still be eligible for this overtime, so long as paperwork on the employee being trained is timely completed.

7.9 Officer in Charge (OIC)

An employee who works as Officer in Charge (OIC) shall receive one (1) hour of overtime for every five (5) hours acting as OIC. Hours are cumulative and shall reset to zero every January 1.

ARTICLE VIII
Sick Leave
Short Term Illness - Long Term Illness

- 8.1 Employees covered by this Agreement shall be entitled to sick leave with pay at the rate prescribed in this section. Sick leave shall not be considered as a right which an employee may use at his discretion, but shall be allowed only as outlined in this section. In order to receive compensation while absent on sick leave, the employee shall notify the Chief of Police or his/her designee prior to or within one-half (1/2) hour, after the time set for beginning his/her daily workday. If such notification is not forthcoming, the employee shall be considered absent without leave. If any employee becomes ill after starting his workday and it is determined by his supervisor that the employee cannot perform his work duties, the employee shall be entitled to sick leave with pay for the remainder of the workday.

8.2 Sick Leave Accrual

Employees who work a regular schedule shall be entitled to accrue 3.007 hours of sick leave per pay period, with a maximum accumulation of 80 hours per calendar year. Maximum accrual of sick leave shall be one thousand forty (1,040) hours for sworn personnel and nine hundred sixty (960) hours for non-sworn personnel. Of the hours accrued above, each year an employee may designate ten (10) hours if working 40 hours per week (on a ten (10) hour per day schedule), eight (8) hours if working 40 hours per week (on an eight (8) hour per day schedule), six (6) hours if working 30-39 hours per week, or four (4) hours if working 20-29 hours per week, as personal leave hours. Personal leave hours shall be scheduled with regard to departmental staffing needs and on a first come, first serve basis.

Leave shall be charged against the prior year's accumulation of sick leave.

8.3 Reserved.

8.4 Use of Sick Leave

- A. An employee may with the authorization of the immediate supervisor or department head, use accumulated sick leave for absences necessitated by injury or illness of said employee; required medical, dental or ocular treatment or examination, which cannot be scheduled during nonworking hours; or for emergency situations involving less than eight (8) hours use, or exposure to contagious disease if determined by a physician or health officer.

- B. Any employee may with the authorization of the chief of Police use accumulated sick leave for absences necessitated by death, serious illness, or injuries of the immediate family and birth of an employee's child. Such leave of absence shall not exceed seven (7) days. The departmental policy on use of sick leave and the use of sick leave for serious family illness is hereby recognized and acknowledged as if contained herein.
- C. Sick leave shall not be available to an employee for use in circumstances involving personal injury sustained by an employee in the course of paid supplemental employment by an employer other than the City of Bettendorf, unless said supplemental employment is in the uniform of the Bettendorf Police Department or otherwise law enforcement related.
- D. All time taken on authorized sick leave shall be deducted from available sick leave which has been accrued by the employee and shall be charged by actual hours used in hourly increments with a minimum of one hour.
- E. An employee who has exhausted all of his/her sick leave, may then elect to use any vacation leave to which he/she is entitled for sick leave purposes.
- F. No such leave with pay shall be granted to an employee in anticipation of future service.
- G. Sick leave payments are based on the straight time earnings of the employee at the time such leave is taken. However, if as a result of a general wage increase or job reclassification, the rate of the employee's position is increased during his/her sick leave absence, the higher rate will be used in computing the balance of his/her sick leave payments.
- H. Authorized holidays occurring within a period of sick leave, for which an employee is normally not required to work and for which he/she normally receives holiday pay, will not be counted as work days in computing sick leave.
- I. The accrued sick leave of an employee whose service with the City is terminated by reasons of quit, discharge, or resignation shall be canceled by such action.

Sick Leave Policy

- I. A doctor's excuse shall be required for the following:
 - A. Upon return to work after a sick leave of three consecutive days or longer, submit a written verification of illness by the appropriate health care professional to the supervisor.
 - B. When an employee has missed a cumulative total of six days in a calendar year for which no doctor's slips have been provided (including illness in the immediate family).
 - C. At the discretion of the department head upon reasonable suspicion of abuse.
 - II. Sick leave with pay for absences because of illness in the immediate family shall be granted only after review by the department head or his designee. An employee may use up to 56 hours (for those on an 8-hour schedule) or 70 hours (for those on a 10-hour schedule) of accumulated sick leave per calendar year for this purpose. After twenty-four hours, additional use will require a medical certification unless waived by the department head. The department head reserves the right to investigate abuse at any point or to allow the department head to waive the 56-hour requirement upon a showing of unique circumstances justifying an exception thereto.
 - III. When an employee uses sick leave, it will not be converted to vacation or compensatory time unless accumulated sick leave is exhausted.
- 8.5 In order to be eligible for sick leave with pay, an employee shall:
- A. Keep the supervisor or department head informed of the continued need for sick leave.
 - B. Where a question exists as to the returning fitness of an employee or if sick leave abuse is suspected, the employee shall be examined by a health care professional of the City's choice to substantiate the need for sick leave. Any medical costs associated with the City's exercise of this clause shall be borne by the City.
 - C. Absences due to sick leave usage shall be recorded on the appropriate form, signed by the employee and supervisor when necessary.

8.6 Long Term Disability

The City shall provide each employee with long term disability insurance at no cost to the employee. Such long term disability benefits providing sixty (60%) per cent salary shall commence one hundred twenty (120) calendar days after non-duty disability or illness. The terms and conditions of this long term disability insurance are more particularly described in the explanation of benefits distributed to each employee herewith.

8.7 Annual Buy-Back Option

On or about December 1 of each calendar year, the City will calculate the employee's accrued and unused sick leave over the prior twelve (12) months. At the employee's option, the employee may exchange up to twenty (20%) percent of such hours for either pay, deposit in his/her Section 125 plan, or into his/her 457 deferred compensation plan (commencing the following January 1). Payment shall be made no later than January 1.

8.8 Upon termination of employment from the City's service, all sick leave shall be canceled. Remuneration for unused sick leave during any year and/or at termination with the City of Bettendorf will not be allowed. Sick leave shall not accrue when on leave without pay. If any employee is laid off from his position for reasons that are not related to the employee's performance and if re-appointed within twelve (12) months, he/she may have available for his/her necessary use, any unused sick leave existing at the time of his/her lay off.

8.9 Emergency Sick Leave

When an employee exhausts all paid leave, and by virtue of personal illness or non-work related injury needs additional time off work, the following procedure shall be used:

- A. The employee may be granted sick leave in advance of service, in an amount of not less than 8-hour blocks, up to a maximum of eighty (80) hours. The amount advanced will be recouped by the City by debiting against future accruals of sick leave or by repayment by the employee upon separation from service if the total cannot be recouped. Sick leave granted by this provision shall be for serious or continuing illness of 3 or more days' duration.
- B. Should an employee need further sick leave for extended illness beyond that provided in paragraph A above, the employee may be awarded supplemental sick leave as follows:

Prerequisites:

- The employee shall have exhausted all paid leaves.
- The employee shall have exhausted the sick leave award in section A above.
- The employee shall have an illness or injury not otherwise compensated by disability insurance or 411 plan.
- The employee shall have been on non-paid status for 3 consecutive workdays.

Application:

The employee shall request supplemental sick leave on a form provided by the personnel office. The form shall detail the length of leave requested.

Award:

Supplemental sick leave will be awarded in the amount requested or as limited by the amount of sick leave in the supplemental sick leave fund. An employee may apply for and receive supplemental sick leave pursuant to this section only once.

Supplemental Sick Leave Fund:

The employer shall establish the supplemental sick leave fund with a balance of 480 hours. Additional hours will be credited to the fund by using the accrued hours that bargaining unit employees would have received each pay period, but which were not accrued due to the employee being at the maximum limit of accrual. No bargaining unit member will receive any reduced sick leave buy-back payment by virtue of this assignment of accrual.

ARTICLE IX
Vacations

- 9.1 The purpose of vacation leave is to enable the employee to enjoy periodic rest from his/her regular job so that he/she may return to his/her work mentally and physically refreshed.
- 9.2 Employees covered by this Agreement shall accrue vacation leave on the following basis:
- A. Employees who have completed less than five (5) years of continuous City service shall accrue vacation each year at the rate of 3.08 hours per pay period, for a total of eighty (80) hours.
 - B. Employees who have completed five (5) years of continuous City service, but less than eleven (11) years, shall accrue vacation each year at the rate of 4.62 hours per pay period, for a total of one hundred twenty (120) hours.
 - C. Employee who have completed eleven (11) years of continuous City service, but less than eighteen (18) years, shall accrue vacation each year at the rate of 6.15 hours per day period, for a total of one hundred sixty (160) hours.
 - D. Employees who have completed eighteen (18) or more years of service shall accrue vacation each year at the rate of 7.69 hours per pay period, for a total of two hundred (200) hours.

Vacation accrual increases on the employee's anniversary date. No employee may accrue more than 300 hours. Any vacation which would otherwise have accrued except for this provision shall be lost.

- 9.3 All vacation leave schedules and requests must be approved by the Chief of Police or his/her designee. Vacation leaves will be scheduled with regard to the department's operating requirements and responsibilities and on a first come, first serve basis determined by the date the employee's written request was submitted to his/her command officer.
- 9.4 Vacation leave shall be charged as used in one hour increments and consistent with the provisions of Section 9.3, and employee shall not be required to use vacation in an amount of more than one hour.
- 9.5 Vacation will be granted on a first-come, first-serve basis. If two requests for time off are submitted at the same time, seniority will become the tie-breaker.

- 9.6 Because vacation leave is granted to employees for a period of recreation, no employee shall be permitted to waive such leave for the purpose of receiving double pay. Accrued but unused vacation will be paid upon termination. Accrued vacation may not be included in the notification period prior to termination. In the event one or more paid holidays occur during the employee's scheduled vacation, such holiday shall not be charged as vacation leave. No holidays will be granted which fall during terminal vacation.
- 9.7 Reserved.

ARTICLE X
Holidays

- 10.1 Employees covered by this Agreement will be eligible to receive holiday pay, defined as eight (8) hours pay (or ten hours dependent on the employee's schedule) at the employee's straight time rate, for the following holidays:

New Year's Day	Labor Day
President's Day	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Martin Luther King, Jr's Birthday
Christmas Day	(Observed)

For the purpose of this section, the holiday begins at 7:00 a.m. on the day of the holiday and continues until 7:00 a.m. of the next day. No more than a maximum of eight (or ten hours dependent on the employee's schedule) of Holiday Pay can be earned on each Holiday.

- 10.2 If the holiday occurs on the employee's regularly scheduled workday, and:
- A. The employee works as required, he/she will be paid for the regular hours actually worked at one and one-half (1-1/2) times his/her regular straight time rate, in addition to the holiday pay.
 - B. The employee is not required or not allowed to work, he/she will receive the holiday pay of ten (10) or eight (8) hours dependent on the employee's regularly scheduled shift.

If the holiday occurs on the employee's regularly scheduled day off, he/she will receive the holiday pay.

If the employee works overtime on a holiday, he/she will be paid for overtime actually worked at two and one-half (2-1/2) times his/her straight time rate, in addition to the holiday pay.

If the holiday occurs during an employee's vacation leave, he/she will receive the holiday pay and the day will not be counted as part of the employee's vacation time.

- 10.3 Any employee scheduled or called to work, but not reporting for work as required will receive no holiday pay. No holiday pay shall be paid to any employee who has unexcused absences of more than twenty-four (24) hours in the thirty (30) calendar days preceding the holiday.

- 10.4 If the employee works a SUPER HOLIDAY (Thanksgiving Day and/or Christmas Day), the employee will receive two (2) times his/her straight time rate, in addition to the holiday pay for those hours actually worked.

ARTICLE XI
Miscellaneous Leaves

- 11.1 Employees covered by this Agreement shall be granted leave with pay when required to be absent from work for jury duty, providing, however, that compensation received for such jury duty during the time when the employee would normally be working for the City shall be remitted to the City in order for the employee to draw his/her regular salary for that period.
- 11.2 Attendance at conventions and other meetings and visits to other cities shall be considered as time on duty, provided that such attendance be approved in advance and in writing by the Chief of Police. The City may allow members of the Association who are elected as representatives of the police department to attend the annual Iowa State Policemen's Association and International Association of Chiefs of Police and Peace Officers conventions.
- 11.3 In case of death in the immediate family, an employee covered by this agreement may be granted a leave of absence with pay up to seven (7) working days by the Chief of Police. Under unusual circumstances this leave of absence may be extended by the Chief of Police with approval of the City Administrator. An employee may be granted a leave of absence with pay for one (1) working day by the Chief of Police so that the employee may attend the funeral of other than a member of the immediate family. Employees may be allowed up to one (1) working day off with pay to attend the funeral of a City employee or retired City employee. The Chief may extend a leave of absence upon request of an employee, but any such extension shall be at the sole discretion of the Chief.

The need for continuing essential services and emergencies may limit the number of employees who may attend a funeral. The Chief of Police may decide on the amount of time actually required for a funeral attendance up to one (1) day and the number of employees who may attend the funeral.

- 11.4 An employee who becomes pregnant may continue working as long as her health permits. When the employee is no longer able to perform all essential job functions of the position, she shall produce a letter from a physician verifying that fact.

The employee may use any sick leave, which has been accrued, for so long as the employee remains unable to perform all the essential functions of the position and at any point of the temporary disability.

Alternatively, the employee may notify the Chief of Police of the documented inability to perform all the essential functions of the job.

- A. The Chief shall then determine whether the employee shall be placed in the detective bureau or placed in a "light duty" position.
 - 1. If the employee is placed in the Detective Bureau, an employee in the bureau may be rotated out of the bureau, and into the patrol division.
 - 2. If the employee is placed in a "light duty" position, the employee shall be in such position no longer than 30 working days. After the conclusion of thirty working days, the employee shall be assigned to a "light duty" position outside the police department.
- B. If at the end of the 60 working days of light duty, the employee may be assigned to the Detective Bureau for the balance of the temporary disability, as defined in (3) (a) (1).

When an employee desires to return to employment from maternity leave, she must do so within three (3) months after delivery in order to keep fringe benefits accrued before such leave.

- 11.5 An employee covered by this Agreement shall be granted leave without pay for the purpose of service in the armed forces, or for the purpose of undergoing training duty in the armed forces, provided that such leave shall be with pay during the first thirty (30) days of such leave of absence. Any employee so affected shall furnish proof of undergoing training in the armed forces to the City Administrator. Any such leaves shall be reported to the Chief of Police and the City Administrator prior to any training duty or military service.
- 11.6 Employees covered by this Agreement interested in further professional training may, with consent of the Chief of Police and the City Administrator, obtain an educational leave. Such leave is without pay and vacation and sick leave do not accrue while on an educational leave. A single leave may not be for more than twelve (12) months.
- 11.7 The Chief of Police may, with approval of the City Administrator, grant leaves of absence without pay. A single leave may not be for more than twelve (12) months. Such leave is without sick leave or vacation, and the same do not accrue while on a leave of absence without pay.
- 11.8 Any absence from duty of an employee covered by this Agreement, including any absence for a single day or part of a day that is not

authorized by specific grant of leave of absence under the provisions of this Agreement, will be deemed to be absent without leave. Any such absence shall be without pay and may be subject to disciplinary action. In the absence of such disciplinary action, and employee who is absent for three (3) consecutive days without leave shall be deemed to have resigned.

ARTICLE XII
In-Service Training

- 12.1 The City shall establish and implement in-service training requirements and programs. In-service training shall be defined as training at a city facility which generally takes place from 7-9 a.m., 1-3 p.m., and 3-5 p.m. The association will have the right to initiate consultations with the Chief or his/her designee for the purpose of establishing training programs. Employees attending such training programs outside of their regular work schedule shall be paid overtime for the same amount of time that those who are attending during their regular work schedule are paid, but no less than one hour overtime per program. An employee shall not be required to attend any in-service training session scheduled during his/her vacation leave. No travel time shall be paid for travel to or from the City facility to attend in-service training.

ARTICLE XIII
Employee Development

- 13.1 The City encourages the development of each employee to his/her fullest potential. Training programs may be established to include seminars, workshops, assignment of reading matter, or other such methods as may be available for improving the effectiveness of the department and broadening the knowledge of employees in the performance of their respective and departmental duties. Nothing contained herein shall guarantee any member of the association any specific training or seminar. First preference in expenditure of funds under this provision shall be for the certification or continued certification of employees when such certification is required by the City for the current work assignment of the employee.
- 13.2 Participation in and successful completion of special training programs shall be considered in making advancements and promotions. Employees are encouraged to develop and further their job skills and personal potential by participating in such programs. Evidence of successful completion of training programs shall be filed by the employee with the Chief of Police or his/her designee and made a part of the employee's personnel file and training file.
- 13.3 To encourage employee development the City will provide employees the opportunity to attend conferences, seminars, and training classes. However, nothing in this proposal shall be deemed to guarantee any one employee any particular class or training.
- A. When such training is mandatory, that is, either in-service, required by Iowa State Law Enforcement Academy (I.L.E.A.), the Iowa N.C.I.C., or the Chief of Police, the employees shall be on duty and paid either regular pay if such training or travel occurs during the normal work shift, or overtime if the training or travel does not occur during the normal work shift. This section shall not apply to the required initial certification at either the I.L.E.A. or Iowa N.C.I.C. for the position of peace officer/computer specialist, but shall apply to the updating or recertification of current certifications.
- B. All other training shall be voluntary, to wit, either the employee asks to go or the employee is free to refuse to go. For voluntary training, the employee shall continue to receive the employee's regular pay, with no additional compensation for attendance beyond regular work shift or for travel, but paid time off prior to/after such training shall be allowed for necessary preparation or traveling. All available training shall be posted. The Chief or his designee shall identify any prerequisites, restrictions, and travel arrangements.

- C. When an employee travels pursuant this section, the City shall have the right to specify the mode of travel.
- D. No travel time will be paid for training which is held within Scott or Rock Island Counties.
- E. To the extent possible, all costs (registration, books, travel, lodging, meals, etc.) shall be advanced. The Employee shall be required to adhere to the City travel policy on receipts to verify expenses incurred.

ARTICLE XIV

Educational Incentive

- 14.1 In recognition of the continuing academic achievements on the part of employees covered by this Agreement, commencing with the first contract year of this Agreement and each year thereafter an annual educational incentive bonus shall be paid to employees who have attended or attain the following prescribed level of achievement:

Associate's Degree	\$425
Bachelor's Degree	\$600
Master's Degree	\$700

Only one such bonus shall be paid to any given employee during each year of the contract period, payable on July 1 of each contract year.

ARTICLE XV Insurance

15.1 Health Insurance Programs

The City currently provides health insurance to its employees through a self-insured program with individual and aggregate stop loss provisions and a third party administrator.

A copy of the plan documents dated July 1, 2003, has been provided to the union and is available for review by any employee. Further, the City agrees that it will not vary the plan parameters as they exist on July 1, 2003, in such a way as to increase the cost of health care or shift costs currently paid under the plan to the employee. The factors affecting UCR shall not be adjusted to the detriment of the employee during the term of this agreement. The geographic location for determining UCR rates shall include all of Scott County.

For the duration of this contract, adjustments have been made in the following areas:

- a) The deductible is \$150 for single coverage and \$300 for family coverage.
- b) The out-of-pocket maximum is \$350 for single coverage and \$600 for family coverage.
- c) In-network services will be covered at 80% after the deductible is met. Out-of-Network services will be covered at 70% after the deductible is met. Our PPO Network Provider is Genesis.
- d) Under the prescription drug plan, all prescriptions will be filled on a generic drug first basis unless no generic equivalent is available. If a generic equivalent is available and a name brand drug is chosen in its place, there will be a \$20 penalty assessed. The \$20 penalty will not apply if a medical professional specifies "brand name only". This penalty will not be credited to the deductible or the out-of-pocket maximum.
- e) There will be a limit of 24 chiropractic visits per year per person covered under the plan, after which a physician's review will be necessary to have additional visits past the yearly limit covered.
- f) Each person covered under the plan will be allowed one emergency room visit per plan year. This limit will not apply if the emergency room visit is from a physician's referral. This visit will be subject to deductible and coinsurance charges. A second visit to the emergency room will result in a co-pay of \$50. This co-pay will not be credited to the deductible or the out-of-pocket maximum. The \$50 co-pay may be appealed to a City committee appointed by the City Administrator.
- g) The City will use independent case management for major surgeries and procedures. These case managers will not deny treatment only follow the claim to insure proper handling.

No adjustment to the benefits provided in either L.T. Disability or Life Insurance Plan documents shall be made during the course of this agreement.

Both union and employer acknowledge the cost of such insurance continues to increase.

Coverage under the Family Health Plan shall be limited to the employee, the employee's spouse, dependent children as defined under Internal Revenue Service regulations and persons required to be covered by the employer pursuant a court decree.

Part time employees, working at least 30 but less than 40 hours per week, shall pay 25% of the monthly cost of such coverage; employees working less than 30 hours who were appended into this unit in September 1992, shall continue to receive insurance at a 50% cost share; however, the plan benefit for such employees shall be as described herein.

- a) The insurance program shall be composed of medical, dental, disability, and life insurance in such amounts and with such conditions as are specified in the plan documents as presented to the union on or before July 1, 2003.
- b) Orthodontic insurance is provided in such amounts with such conditions as are specified in the plan documents attached hereto. Any employee desiring such coverage shall pay, in addition to the sums specified above, \$15 per month.
- c) The employer shall, consistent with Federal law, establish a Section 125 Plan, for use by the employees. Any employee using such plan may do so with no fee for administrative costs.
- d) Employees working 30 hours per week or less will not be given life insurance or long term disability insurance benefits.
- e) The employer shall provide one pair of safety glasses to each employee of the unit who is required to wear safety glasses on the job either by OSHA requirements or by the department head. The glasses will be replaced when broken or when the employee's prescription changes. The employer retains the right to select vendors and models of safety glasses.
- f) The employer shall provide vision coverage that generally consists of the following:
 - Vision exams for employee and dependents up to \$75 per exam, per every other fiscal year with deductible waived.

Frames and corrective lenses for employee and dependents up to \$200 per covered individual, per every other fiscal year with deductible waived.

This provision in no way sets a precedent for employee premium share for future negotiations. If costs of providing the vision coverage exceed \$62,100 for any year during this contract, some change such as addition of co-pay, deductibles, or other cost-saving measures may be negotiated during the next contract.

If the employee is required to wear safety glasses per Article 19, Section 1(e) and the employee chooses to wear the safety glasses provided by the City as their primary, personal glasses, this provision supercedes the aforementioned section.

Section 2. Insurance Continuation

The employer, as required by federal and state law, will permit continuation of insurance benefits at the expense of the employee or dependent.

Section 3. Insurance Administration

The employer will provide each employee with a detailed description of the insurance benefits and identification card, and shall seek third party administrators who shall promptly and fairly respond to employee claims.

The Employee shall pay a premium of \$15 per month single, \$25 per month family as a partial cost offset to the cost of the insurance provided herein.

15.2 The City shall make available a life insurance policy on each employee covered by this Agreement, effective thirty (30) days after his/her date of hire, in an amount equal to two times his/her annual salary with no cap, adjusted on an annual basis. The City shall pay the premium for the life insurance policy.

15.3 It is further understood and agreed that a difference between an employee or his/her beneficiary and any insurer or processor of claims shall not be subject to the grievance procedure, since the City's sole obligation is to contribute toward the premium cost as hereinabove set forth in behalf of eligible employees.

15.4 Section 125 Plan

The City or its designee shall administer a Section 125 Plan pursuant to Section 125 of the Internal Revenue Code at no cost to the employees.

The employee may fund participation in this plan by designation of any compensation, including non-salary compensation.

- 15.5 The City shall make available to employees a Retirement Health Savings Plan into which employees can make pre-tax Contributions. The plan shall be funded solely by the employee and there shall be no expectation for employer contribution. Terms and conditions of the Employment Health Savings Plan contract will be agreed upon by the City of Bettendorf and as recommended by the Employee Health Benefits Committee. These terms and conditions shall be agreed upon on or before July 1, 2006.

ARTICLE XVI
Uniforms and Equipment

- 16.1 Police uniforms and equipment will be furnished by the City to employees covered by this Agreement under the "Quarter Master" system. Minimum quantities and types of equipment are provided for in the appendix to this Article. Where department issue prior to the effective date of this Agreement would have existing employees outfitted with other uniforms/equipment, the City shall replace worn items with items on the Quartermaster list. This paragraph shall not be construed to require the City to replace existing uniform/equipment before those items need to be replaced. Uniforms for E.R.U. or bike patrol will be issued upon the Chief's designation of the employee as a member of such activity, with any existing uniform/equipment replaced when necessary, and with the employee returning the uniform upon removal from such activity.

APPENDIX A

- (5) Pants, Uniform All Weather (minimum 1 Class A)
- (5) Shirt, Uniform Short Sleeve (minimum 1 Class A)
- (5) Shirt, Uniform Long Sleeve (minimum 1 Class A)
- (1) Six Point Hat w/Band and Summer & Winter Tops
- (1) Winter Cap
- (1) Gortex Jacket
- (2) Neckties
- (1) Rain Cover for Hat
- (1) Raincoat Reversible
- (1) Shirt Badge
- (4) Cloth Badge
- (1) Set of Collar Insignias
- (1) Hat Badge
- (1) ASP and ASP Holder
- (1) Ticket Book Holder
- (1) Name Tag
- (2) Cloth Name Tag
- (1) Whistle and Chain
- (1) Ultra Duty Belt
- (3) Non-leather Belt Keeper
- (1) Non-leather Holder Keeper w/handcuff Keys
- (1) Non-leather holster
- (1) Non-leather Magazine Pouch
- (1) Non-leather Handcuff Case
- (1) Pair Handcuffs
- (1) Peppermace & Non-leather Holder
- (1) Streamlight Stinger flashlight and (1) non-leather holder
- (1) Nylon glove pouch

- (1) Wallet Badge & ID case
- (1) Bulletproof Vest
- (1) Reflective Traffic Vest
- (1) Set of buttons
- (1) Pair leather safety gloves
- (1) Pair summer footwear
- (1) Pair winter footwear (cost not to exceed current Market Price of Rocky 8032)
- (1) Flex Fit Police ball cap with embroidered badge number

COMMUNICATIONS/COMPUTER SPECIALISTS

- (1) Sweater
- (5) Pants, Uniform All Weather (minimum 1 Class A)
- (5) Shirt, Uniform Short Sleeve (minimum 1 Class A)
- (5) Shirt, Uniform Long Sleeve (minimum 1 Class A)
- (1) Shirt Badge
- (1) Set Collar Insignias
- (1) Pair of Shoes

SPECIAL EVENTS UNIFORMS

- (1) Short Sleeve Shirts
- (1) Pair of Shorts
- (1) Ball Cap

EMERGENCY RESPONSE TEAM UNIFORMS

- (1) Duty Uniform
- (1) Camouflage Uniform
- (1) Pair of Utility Boots
- (2) T-shirts, Black w/ERU Logo

BIKE PATROL UNIFORMS

- (1) A100 NV Shorts
- (1) A300 NV Pants
- (1) A700 NV Shirts
- (1) Bike Helmet
- (1) Whistle
- (1) Pair Bike Gloves
- (1) Light weight jacket

- 16.2 Uniforms and equipment issued are the property of the City and will be replaced by the employee receiving same should it become lost or willfully or carelessly damaged while off-duty.
- 16.3 Items damaged or lost in the line of duty will be replaced by the City. However, a report must be written before the end of the tour of duty stating what equipment or uniform was damaged and the circumstances causing the damage. This must be approved by the shift commander before the equipment will be replaced. Employees will be responsible for the replacement cost of the equipment if it is determined it was willfully or carelessly damaged or lost.
- 16.4 Police Officers who are assigned to a non-police uniform position shall receive seven hundred fifty (\$750) dollars annually for the purchase of civilian clothes to be utilized in their non-uniform police officer status. The annual seven hundred fifty (\$750) dollars clothing allowance payment shall be made to those affected police officers on July 1 of each of the contract years.

ARTICLE XVII
Personal Property Protection

- 17.1 Any personal item worn or used in the line of duty by an employee covered by this Agreement, which is damaged, lost, or destroyed in the performance of required duties, shall be repaired or replaced at its replacement cost, up to a maximum of two hundred dollars (\$200) per contract year, except for the following:

Firearms	100%
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A report must be forwarded to the employee's commanding officer before the end of tour of duty, stating what item(s) was/were damaged, lost or destroyed, and the circumstances causing the damage or loss.

ARTICLE XVIII
Safety Eyeglasses

- 18.1 The City shall provide one pair of safety eyeglasses to each employee of the unit who is required to wear safety glasses on the job. When an employee provides a prescription, the safety eyeglasses shall include prescription lenses.

The eyeglasses shall be replaced when damaged beyond repair or when the employee's prescription changes.

The employee may wear the safety eyeglasses while off duty. However, if the eyeglasses are lost or damaged while off duty, the employee shall pay 1/2 the cost to repair or replace the eyeglasses. If damaged while on duty, the City shall pay the full cost to repair or replace.

The City shall retain the right to select vendors and models of safety eyeglasses.

ARTICLE XIX
Health and Safety

- 19.1 The City agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Association and the employees will extend their complete cooperation to the City in maintaining City policies, rules, and regulations as to health and safety.
- 19.2 Recognizing that the police service is a highly dangerous profession that frequently exposes employees to risks and dangers beyond those encountered by employees in other professions, the parties agree as follows:
- A. That the Association and the officers covered by the terms of this agreement will follow all reasonable safety rules and regulations established by the City, reporting to proper supervisory personnel any condition that appears to be unsafe.
 - B. That the City will take all reasonable steps for the safety and protection of the officers during their work hours and the performance of their duty.
 - C. That if an unsafe condition is found to be existing, officers will notify their supervisor of such condition, complete required reports, and follow the supervisor's direction relative to requesting correction.
 - D. In the event an officer and his/her supervisor disagree on an identified unsafe condition and are not able to reach satisfactory accord the City agrees that the officer may refer the safety issue to his/her Division Commander for resolution or presentation to the Police Chief. Either the Police Chief or the Division Commander will provide a prompt resolution with a written report to the officer.

ARTICLE XX
Off-Duty Police Actions

- 20.1 The City agrees to maintain tort liability insurance, including employees covered by this Agreement, while they are acting within the scope of their employment and when such actions taken are in compliance with the written departmental rules and regulations and directives, subject to the terms and limitations of the policy as provided in the appendix to this Article.

ARTICLE XXI Miscellaneous Provisions

21.1 Dues

The City agrees to make a monthly deduction from the wages of any regular employee covered by this Agreement who has provided the City with a valid written authorization therefor, for monthly Association dues (excluding initiation fees, assessments, back dues, fines, and similar items) in the amount certified by the treasurer of the Association not later than the last day of the succeeding month. Such written authorization may be revoked by any employee at any time upon his/her thirty (30) day written notice to the City, and such written authorization shall automatically expire upon the expiration of this Agreement. The Association agrees to indemnify, defend, and hold the City harmless against any and all claims, demands, suits, orders, judgments, or other form of liability that may arise out of or by reason of action taken or not taken by the City in connection with the provisions of this section. If an improper deduction is made, the Association shall refund directly to the employee any such amount.

21.2 Evaluations

Evaluations shall be conducted on a regular basis by the employee's supervisor on such forms as are currently in use, or any modifications of such form agreed to in writing by the City and the Association.

Any employee may appeal an evaluation to the Captain supervising the employee and thereafter to the Chief of Police. Appeals shall be limited to correction of factual mistakes, review of the process employed, or investigations into allegations of bias.

Evaluations will be used to measure performance, and not used to determine wages or discipline. Evaluations shall be considered personal to the employee and shall be kept in the employee's confidential personnel records along with any remedial documentation. Evaluations may be made available on an "as needed" basis to the employee's supervisors and to the Personnel Department.

ARTICLE XXII
General Provisions, Term of Agreement

- 22.1 This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term.
- 22.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right which might otherwise exist to negotiate over any matter during the term of this Agreement, and agrees that the other shall not be obligated or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge of or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 22.3 If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid, but all other provisions of this Agreement shall remain in full force and effect.

ARTICLE XXIII
Wages and Deferred Compensation Agreement

- 23.1 The City shall contribute bi-weekly to an individual's 457 deferred compensation plan or a Section 125 plan an amount equal to one (1) percent of an individual's base wage for that bi-weekly period. The employee shall notify the City annually as to the employee's distribution preference. If the employee fails to notify the City, the distribution preference from the prior year shall remain. The City's contribution shall cease if the individual is no longer employed by the City. An employee may, at his/her option, elect to contribute up to the maximum allowed by law, into the individual's 457 deferred compensation plan.

Said contribution shall be administered by the City in order to avoid forfeiting the tax deferred status of the contribution. The contribution shall be made to one qualified provider selected by the individual.

- 23.2 Effective 07-01-06, employees shall received a 1% deferred compensation match if they contribute 1% of their salary to a deferred compensation plan. This shall be in addition to the 1% contribution referenced in Section 23.1. The City's contribution shall cease if the individual no longer continues to contribute 1% of their salary to the plan.

ARTICLE XXV
Termination

24.1 This Agreement shall become effective July 1, 2006, and thereafter shall remain in full force and effect until June 30, 2010, and continue in full force and effect thereafter unless either party serves notice on the other, or both parties serve notice on each other, of the intention to engage in collective bargaining on or before September 1 in any renewal year prior to the expiration of the contract.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 3rd day of April, 2006.

CITY OF BETTENDORF, IOWA

By: Decker P. Leach

BETTENDORF PEACE OFFICERS
ASSOCIATION

By: [Signature]
President, B.P.O.A.

By: [Signature]
Vice President, B.P.O.A.

By: [Signature]
Secretary, B.P.O.A.

City of Bettendorf Bettendorf Peace Officers Association Pay Scale

FY 2006/07

3.75%

Years of Service	Step %	Comm/Comp Specialist	Lead Comm/Comp Specialist	Step %	Police Officer	Step %	Police Sergeant
Entry	n/a	16.9322	18.1971	n/a	18.2207	n/a	n/a
6-month	5.00%	17.7789	19.1072	6.00%	19.3139	n/a	n/a
1	5.00%	18.6678	20.0623	6.00%	20.4728	n/a	n/a
3	5.00%	19.6012	21.0656	3.25%	21.1381	n/a	n/a
5	5.00%	20.5812	22.1189	3.25%	21.8251	4.00%	23.7862
7	2.00%	20.9927	22.5614	3.25%	22.5343	4.00%	24.7378
9	2.00%	21.4127	23.0126	3.25%	23.2669	4.00%	25.7273
11	2.00%	21.8409	23.4728	3.25%	24.0229	4.00%	26.7564
13	2.00%	22.2779	23.9423	3.25%	24.8036	4.00%	27.8268
15	2.00%	22.7235	24.4210	3.25%	25.6098	4.00%	28.9399
17	2.00%	23.1780	24.9094	3.25%	26.4421	4.00%	30.0975
19	2.00%	23.6415	25.4079	3.25%	27.3015	4.00%	31.3014
21	2.00%	24.1144	25.9158	3.25%	28.1887	2.00%	31.9274

Years of Service	Step %	Comm/Comp Specialist	Lead Comm/Comp Specialist	Step %	Police Officer	Step %	Police Sergeant
Entry	n/a	35,218.98	37,849.97	n/a	37,899.06	n/a	n/a
6-month	5.00%	36,980.11	39,742.98	6.00%	40,172.91	n/a	n/a
1	5.00%	38,829.02	41,729.58	6.00%	42,583.42	n/a	n/a
3	5.00%	40,770.50	43,816.45	3.25%	43,967.25	n/a	n/a
5	5.00%	42,808.90	46,007.31	3.25%	45,396.21	4.00%	49,475.30
7	2.00%	43,664.82	46,927.71	3.25%	46,871.34	4.00%	51,454.62
9	2.00%	44,538.42	47,866.21	3.25%	48,395.15	4.00%	53,512.78
11	2.00%	45,429.07	48,823.42	3.25%	49,967.63	4.00%	55,653.31
13	2.00%	46,338.03	49,799.98	3.25%	51,591.49	4.00%	57,879.74
15	2.00%	47,264.88	50,795.68	3.25%	53,268.38	4.00%	60,194.99
17	2.00%	48,210.24	51,811.55	3.25%	54,999.57	4.00%	62,602.80
19	2.00%	49,174.32	52,848.43	3.25%	56,787.12	4.00%	65,106.91
21	2.00%	50,157.95	53,904.86	3.25%	58,632.50	2.00%	66,408.99

City of Bettendorf Bettendorf Peace Officers Association Pay Scale

FY 2007/08

4.00%

Years of Service	Step %	Comm/Comp Specialist	Lead Comm/Comp Specialist	Step %	Police Officer	Step %	Police Sergeant
Entry	n/a	17,6095	18,9250	n/a	18,9495	n/a	n/a
6-month	5.00%	18,4901	19,8715	6.00%	20,0865	n/a	n/a
1	5.00%	19,4145	20,8648	6.00%	21,2917	n/a	n/a
3	5.00%	20,3852	21,9082	3.25%	21,9836	n/a	n/a
5	5.00%	21,4044	23,0037	3.25%	22,6981	4.00%	24,7376
7	2.00%	21,8324	23,4639	3.25%	23,4357	4.00%	25,7273
9	2.00%	22,2692	23,9331	3.25%	24,1976	4.00%	26,7564
11	2.00%	22,7145	24,4117	3.25%	24,9838	4.00%	27,8267
13	2.00%	23,1690	24,9000	3.25%	25,7957	4.00%	28,9399
15	2.00%	23,6324	25,3978	3.25%	26,6342	4.00%	30,0975
17	2.00%	24,1051	25,9058	3.25%	27,4998	4.00%	31,3014
19	2.00%	24,5872	26,4242	3.25%	28,3936	4.00%	32,5535
21	2.00%	25,0790	26,9524	3.25%	29,3162	2.00%	33,2045

Years of Service	Step %	Comm/Comp Specialist	Lead Comm/Comp Specialist	Step %	Police Officer	Step %	Police Sergeant
Entry	n/a	36,627.76	39,364.00	n/a	39,414.96	n/a	n/a
6-month	5.00%	38,459.41	41,332.72	6.00%	41,779.92	n/a	n/a
1	5.00%	40,382.16	43,398.78	6.00%	44,286.74	n/a	n/a
3	5.00%	42,401.22	45,589.06	3.25%	45,725.89	n/a	n/a
5	5.00%	44,521.15	47,847.70	3.25%	47,212.05	4.00%	51,454.21
7	2.00%	45,411.39	48,804.91	3.25%	48,746.26	4.00%	53,512.78
9	2.00%	46,319.94	49,780.85	3.25%	50,331.01	4.00%	55,653.31
11	2.00%	47,246.16	50,776.34	3.25%	51,966.30	4.00%	57,879.54
13	2.00%	48,191.52	51,792.00	3.25%	53,655.06	4.00%	60,194.99
15	2.00%	49,155.39	52,827.42	3.25%	55,399.14	4.00%	62,602.80
17	2.00%	50,138.61	53,884.06	3.25%	57,199.58	4.00%	65,106.91
19	2.00%	51,141.38	54,962.34	3.25%	59,058.69	4.00%	67,711.28
21	2.00%	52,164.32	56,060.99	3.25%	60,977.70	2.00%	69,065.36

City of Bettendorf Bettendorf Peace Officers Association Pay Scale

FY 2008/09

3.00%								
Years of Service	Step %	Comm/Comp Specialist	Lead Comm/Comp Specialist	Step %	Police Officer	Step %	Police Sergeant	
Entry	n/a	18,137.8	19,492.8	n/a	19,518.0	n/a	n/a	
6 month	5.00%	19,044.8	20,467.6	6.00%	20,689.1	n/a	n/a	
1	5.00%	19,996.9	21,490.7	6.00%	21,930.5	n/a	n/a	
3	5.00%	20,996.8	22,565.4	3.25%	22,643.1	n/a	n/a	
5	5.00%	22,046.5	23,693.8	3.25%	23,379.0	4.00%	25,479.7	
7	2.00%	22,487.4	24,167.8	3.25%	24,138.8	4.00%	26,499.1	
9	2.00%	22,937.3	24,651.1	3.25%	24,923.5	4.00%	27,559.1	
11	2.00%	23,395.9	25,144.1	3.25%	25,733.3	4.00%	28,661.5	
13	2.00%	23,864.1	25,647.0	3.25%	26,569.6	4.00%	29,808.1	
15	2.00%	24,341.4	26,159.7	3.25%	27,433.2	4.00%	31,000.4	
17	2.00%	24,828.3	26,683.0	3.25%	28,324.8	4.00%	32,240.4	
19	2.00%	25,324.8	27,216.9	3.25%	29,245.4	4.00%	33,530.1	
21	2.00%	25,831.4	27,761.0	3.25%	30,195.7	2.00%	34,200.6	

Years of Service	Step %	Comm/Comp Specialist	Lead Comm/Comp Specialist	Step %	Police Officer	Step %	Police Sergeant	
Entry	n/a	37,726.62	40,545.02	n/a	40,597.44	n/a	n/a	
6-month	5.00%	39,613.18	42,572.61	6.00%	43,033.33	n/a	n/a	
1	5.00%	41,593.55	44,700.66	6.00%	45,615.44	n/a	n/a	
3	5.00%	43,673.34	46,936.03	3.25%	47,097.65	n/a	n/a	
5	5.00%	45,856.72	49,283.10	3.25%	48,628.32	4.00%	52,997.78	
7	2.00%	46,773.79	50,269.02	3.25%	50,208.70	4.00%	55,118.13	
9	2.00%	47,709.58	51,274.29	3.25%	51,840.88	4.00%	57,322.93	
11	2.00%	48,663.47	52,299.73	3.25%	53,525.26	4.00%	59,615.92	
13	2.00%	49,637.33	53,345.76	3.25%	55,264.77	4.00%	62,000.85	
15	2.00%	50,630.11	54,412.18	3.25%	57,061.06	4.00%	64,480.83	
17	2.00%	51,642.86	55,500.64	3.25%	58,915.58	4.00%	67,060.03	
19	2.00%	52,675.58	56,611.15	3.25%	60,830.43	4.00%	69,742.61	
21	2.00%	53,729.31	57,742.88	3.25%	62,807.06	2.00%	71,137.25	

City of Bettendorf Bettendorf Peace Officers Association Pay Scale

FY 2009/10

4.00%

Years of Service	Step %	Comm/Comp Specialist	Lead Comm/Comp Specialist	Step %	Police Officer	Step %	Police Sergeant
Entry	n/a	18,8633	20,2725	n/a	20,2987	n/a	n/a
6 month	5.00%	19,8066	21,2863	6.00%	21,5167	n/a	n/a
1	5.00%	20,7968	22,3503	6.00%	22,8077	n/a	n/a
3	5.00%	21,8367	23,4680	3.25%	23,5488	n/a	n/a
5	5.00%	22,9284	24,6416	3.25%	24,3142	4.00%	26,4989
7	2.00%	23,3869	25,1345	3.25%	25,1044	4.00%	27,5591
9	2.00%	23,8548	25,6371	3.25%	25,9204	4.00%	28,6615
11	2.00%	24,3317	26,1499	3.25%	26,7626	4.00%	29,8080
13	2.00%	24,8187	26,6729	3.25%	27,6324	4.00%	31,0004
15	2.00%	25,3151	27,2061	3.25%	28,5305	4.00%	32,2404
17	2.00%	25,8214	27,7503	3.25%	29,4578	4.00%	33,5300
19	2.00%	26,3378	28,3056	3.25%	30,4152	4.00%	34,8713
21	2.00%	26,8647	28,8714	3.25%	31,4035	2.00%	35,5686

Years of Service	Step %	Comm/Comp Specialist	Lead Comm/Comp Specialist	Step %	Police Officer	Step %	Police Sergeant
Entry	n/a	39,235.66	42,166.80	n/a	42,221.30	n/a	n/a
6-month	5.00%	41,197.73	44,275.50	6.00%	44,754.74	n/a	n/a
1	5.00%	43,257.34	46,488.62	6.00%	47,440.02	n/a	n/a
3	5.00%	45,420.34	48,813.44	3.25%	48,981.50	n/a	n/a
5	5.00%	47,691.07	51,254.53	3.25%	50,573.54	4.00%	55,117.71
7	2.00%	48,644.75	52,279.76	3.25%	52,217.15	4.00%	57,322.93
9	2.00%	49,617.98	53,325.17	3.25%	53,914.43	4.00%	59,615.92
11	2.00%	50,609.94	54,391.79	3.25%	55,666.21	4.00%	62,000.64
13	2.00%	51,622.90	55,479.63	3.25%	57,475.39	4.00%	64,480.83
15	2.00%	52,655.41	56,588.69	3.25%	59,343.44	4.00%	67,060.03
17	2.00%	53,708.51	57,720.62	3.25%	61,272.22	4.00%	69,742.40
19	2.00%	54,782.62	58,875.65	3.25%	63,263.62	4.00%	72,532.30
21	2.00%	55,878.58	60,052.51	3.25%	65,319.28	2.00%	73,982.69